

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION
AT CINCINNATI

BOLSON MATERIAL INTERNATIONAL,
INC.
1902 30th Avenue
Vernon, BC, Canada V1T2A5

Plaintiff,

v.

3D SYSTEMS CORPORATION
333 Three D. Systems Circle
Rock Hill, South Carolina 29730

Defendant.

Case No. 1:14-cv-510

COMPLAINT
(JURY DEMAND ENDORSED HEREON)

Comes now plaintiff Bolson Materials International, Inc. and for its complaint against defendant 3D Systems Corporation says as follows.

1. This Court has jurisdiction over the claims alleged in this complaint under 28 U.S.C. §1332(a)(2) because Plaintiff is a resident of Canada and Defendant is a resident of Ohio and the amount in controversy exceeds \$75,000.

2. Venue is proper in this Court under 28 U.S.C. §1391(b)(3) because Defendant is subject to the Court's personal jurisdiction.

3. Plaintiff is a corporation organized and existing under the laws of Canada with its principal office located at 1902 30th Avenue, Vernon, BC, Canada V1T2A5.

4. Defendant is a corporation organized and existing under the laws of the State of Delaware with its principal office located at 333 Three D Systems Circle, Rock Hill, South Carolina 29730.

5. Defendant is the successor in interest to Village Plastics Co., an Ohio corporation ("Village Plastics").

6. On or about February 4, 2008 Plaintiff and Village Plastics entered into a certain one page written agreement titled “Non-Disclosure and Non-Compete Agreement”, a copy of which is attached marked Exhibit A (the “Agreement”).

7. Plaintiff and Village Plastics last did business with each other and ended their relationship on or about October 9, 2013 (the “Termination Date”).

Count 1

8. Plaintiff incorporates paragraphs 1 through 7 above as if the same were more fully rewritten.

9. Village Plastics failed to perform and thereby breached its obligations under the Agreement, inter alia, by prior to the Termination Date selling filaments that can be used in Fused Deposition Method type prototyping to persons who (1) were not customers of plaintiff or Village Plastics and (2) were not using the filaments in house and (3) were reselling the filaments.

10. As a direct and proximate result of the break of the Agreement, Plaintiff has suffered, and continues to suffer, injury and damages in a monetary amount not yet determined or determinable.

Count 2

11. Plaintiff incorporates paragraphs 1 through 10 above as if the same were more fully rewritten.

12. Village Plastics, and thereafter Defendant, failed to perform and thereby breached its obligations under the Agreement, inter alia, subsequent to the Termination Date selling filaments that can be used in Fused Deposition Method type prototyping to persons who (1) were not customers of the parties or Village Plastics as of the Termination Date and (2) were not using the filaments in house and (3) were reselling the filaments.

13. As a direct and proximate result of the break of the Agreement, Plaintiff has suffered, and continues to suffer, injury and damages in a monetary amount not yet determined or determinable.

Wherefore Plaintiff prays the Court enter judgment in favor of Plaintiff and against Defendant on both Count 1 and Count 2 in an amount to be determined at trial and to grant Plaintiff all such other relief as to which Plaintiff may be entitled at law or in equity.

Respectfully submitted,

/s/ Richard Boydston

Richard Boydston (0022360)

Attorney for Plaintiff

Bolson Materials International, Inc.

Bingham Greenebaum Doll LLP

255 East 5th Street #2350

Cincinnati, Ohio 45202-4728

513.455.7663

513.762.7963 (fax)

rboydston@bgdlegal.com

Jury Demand

Plaintiff demands all issues in this action triable by a jury be tried to a jury.

Respectfully submitted,

/s/ Richard Boydston

Richard Boydston (0022360)

Attorney for Plaintiff

Bolson Materials International, Inc.

Bingham Greenebaum Doll LLP

255 East 5th Street #2350

Cincinnati, Ohio 45202-4728

513.455.7663

513.762.7963 (fax)

rboydston@bgdlegal.com